

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. LVT04755	DATE 4/14/11 <i>jm</i>	PAGE 1 of 3
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ADDRESS OF PREMISES
1st Floor, 55 Community Drive, South Burlington, VT 05403

THIS AGREEMENT, made and entered into this date by and between 55 COMMUNITY DRIVE, LLC

whose address is c/o Technology Park Partners
30 Community Drive, Suite # 4
South Burlington, Vermont 05403

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective, February 17, 2011, as follows:

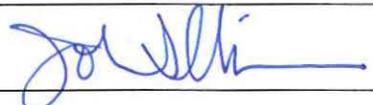
- I. The Lessor shall provide all labor, materials, supervision and equipment unless otherwise confirmed in writing from Contracting Officer to accomplish the scope of work for 1st Floor, 55 Community Drive, South Burlington, VT for the [REDACTED] South Burlington Field Office in accordance with the drawings entitled "GSA-100% Bid Document Set" dated December 30, 2010, and in accordance with Lessor's final Tenant Improvement Cost Summary dated February 15, 2011 and Alternates List dated March 22, 2011 in the amount of **\$940,742.00**. In separate correspondence dated March 14, 2011, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of **\$940,742.00**. The total costs for the tenant improvement Allowance is \$453,893.48. The Government hereby orders the balance of **\$486,848.52**.
- II. The additional **\$486,848.52** will be funded by the following Reimbursable Work Authorization(s) (herein referred to as "RWA"):
 - N1183489 in the amount not to exceed **\$486,848.52**.
- III. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$486,848.52** upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

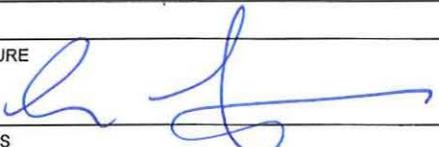
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE 	NAME OF SIGNER John Illick
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ADDRESS

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Evan Langfeldt
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ADDRESS

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER MICHAEL STROBEL OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
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A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Michael Strobel
Contracting Officer
10 Causeway Street, 10th Floor
Boston, MA 02222

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN #

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

IV. The Lessor hereby waives restoration as a result of all improvements.

V. Paragraph 4. of the Lease is deleted in its entirety and replaced with the following:

"4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and payable via Electronic Funds Transfer, rent as follows:

Years One through Five: Annual Rent in the amount of \$360,125.40, payable in the amount of \$30,010.45 per month in arrears, plus CPI escalation after the first year, if applicable;

Years Six through Ten: Annual Rent of \$286,731.55, payable in the amount of \$23,894.30 per month in arrears, plus CPI escalations, if applicable, to:

55 Community Drive, LLC
c/o Technology Park Partners
30 Community Drive, Suite # 4
South Burlington, VT 05403

Rent for a period of less than one month shall be prorated on a per diem basis."

VI. Paragraph 5. of the Lease is deleted in its entirety and replaced with the following:

"5. COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The total amount due the Broker is [REDACTED] payable upon lease execution, [REDACTED] payable upon lease commencement).

Notwithstanding Paragraph 4 of the Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$30,010.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$30,010.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$30,010.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.



Fourth Month's Rental Payment \$30,010.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent."

VII. Paragraph 9. of the Lease is deleted in its entirety and replaced with the following:

"9. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraph 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$453,893.48 (\$50.59 x 8,972 USF), amortized over five (5) years at the rate of 8.40%. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent or a rent credit according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement."

All other terms and conditions remain in full force and effect.

